

## BLACKBOARD STUDENT SERVICES SCHEDULE

THIS BLACKBOARD STUDENT SERVICES SCHEDULE (“SCHEDULE”) IS A “SCHEDULE” PURSUANT TO THE MASTER AGREEMENT (THE “MASTER AGREEMENT”) BETWEEN CUSTOMER AND BLACKBOARD (AS DEFINED IN THE ORDER FORM) AND DESCRIBES THE GENERAL TERMS BY WHICH CUSTOMER MAY PURCHASE STUDENT SUPPORT SERVICES AS IDENTIFIED IN THE ORDER FORM. THIS SCHEDULE, TOGETHER WITH THE APPLICABLE ORDER FORM(S), THE MASTER AGREEMENT AND ANY OTHER SCHEDULES BETWEEN CUSTOMER AND BLACKBOARD, CONSTITUTE THE “AGREEMENT.” CAPITALIZED TERMS USED IN THIS SCHEDULE THAT ARE NOT OTHERWISE DEFINED IN THIS SCHEDULE SHALL HAVE THE MEANING SET FORTH ELSEWHERE IN THE AGREEMENT.

### 1. ADDITIONAL DEFINITIONS

- 1.1** **“Authorized Customer Support User”** means a user designated by Customer who will become familiar with the Service Desk Infrastructure and work with the Blackboard Service Desk on behalf of Customer to provide the Support Services to Authorized End Users.
- 1.2** **“Authorized End User”** means a student, faculty or staff member of Customer within the Supported Population that is part of the agreed upon scope of Services provided by Blackboard pursuant to this Schedule.
- 1.3** **“Average Handle Time”** means, with respect to any period, the average time (including talk time, time on hold, and wrap-up time) taken to handle an Inbound Interaction.
- 1.4** **“Inbound Interaction”** means a single inbound Support Request from an Authorized End User to the Service Desk or the Service Desk Infrastructure. An Inbound Interaction does not include (i) live or automated outbound Support Services or (ii) self-help by an Authorized End User where there is no interaction between the Service Desk and an Authorized End User.
- 1.5** **“Outbound Interaction”** means an outbound interaction between the Service Desk and an Authorized End User (for example, during a live outbound campaign in support of enrollment or financial aid objectives). An Outbound Interaction may be either a live interaction between a Blackboard Service Desk member and an Authorized End User (a **“Live Outbound Interaction”**) or automated (e.g., outbound text messages) (an **“Automated Outbound Interaction”**). An Outbound Interaction does not include (i) inbound Support Services or (ii) self-help by an Authorized End User where there is no interaction between the Service Desk and an Authorized End User.
- 1.6** **“Service Desk”** means the Blackboard personnel that provide Support Services to Authorized End Users under this Schedule.
- 1.7** **“Service Desk Infrastructure”** means the enabling technology, software system, or other designated support procedures/processes and related third party technologies that will provide back-end ticketing, a Customer-facing knowledge base and related support modules, including access to self-help resources and live support via phone, chat, and web-based submissions, where applicable.
- 1.8** **“Support Request”** means a request for assistance received by Blackboard's Service Desk and/or Service Desk Infrastructure from an Authorized End User, such as any answered phone call, answered email, or answered chat.
- 1.9** **“Supported Population”** means all Authorized End Users located at or receiving or providing services through Customer's institution.

### 2. SPECIFICATIONS AND SCOPE

- 2.1** **Services.** In consideration of the fees paid by Customer hereunder, Blackboard shall provide the support services set forth in the Order Form (the **“Support Services”**).
- 2.2** **Estimated Inbound Interactions.** If Customer has purchased inbound Support Services, this Section 2.2 shall apply. For the avoidance of doubt, this Section 2.2 does not apply to outbound Support Services or self-help. Customer and Blackboard agree that the number of monthly Inbound Interactions during the Initial Term or any current Renewal Term, as applicable, is estimated to be as set forth in the Order Form (the **“Estimated Monthly Inbound Interactions”**). Customer represents and warrants that the Estimated Monthly Inbound Interactions is a reasonable estimate. In the event that the number of actual Inbound Interactions for any month exceeds the Estimated Monthly Inbound Interactions, then (a) Blackboard shall be excused from any failure to meet any service levels for such period and (b) at the end of the then-current contract year, Blackboard shall be entitled to invoice Customer in accordance with Section 6.2.4. Customer may upwardly adjust Estimated Monthly Inbound Interactions for any future month upon delivery of 60 days prior written notice to Blackboard. In addition, at the beginning of any Renewal Term, Customer and Blackboard shall agree on an updated Estimated Monthly Inbound Interactions for such Renewal Term, and the Order Form shall be updated accordingly.
- 2.3** **Average Handle Time.** If Customer has purchased inbound Support Services, this Section 2.3 shall apply. For the avoidance of doubt, this Section 2.3 does not apply to outbound Support Services or self-help. Customer and Blackboard agree that the estimated Average Handle Time for the Initial Term or any current Renewal Term, as applicable, shall be as set forth in the Order Form. Customer understands and agrees that if the actual Average Handle Time for any month exceeds the estimated Average Handle Time as set forth in the Order Form, Blackboard shall be excused from any failure to meet any service levels for such period. At the beginning of any Renewal Term, Customer and Blackboard shall review the estimated Average Handle Time for the Initial Term or Renewal Term (as applicable) just ended and shall update the Order Form to contain the estimated Average Handle Time for the Renewal Term just beginning (including the payment of additional fees).
- 2.4** **Estimated Outbound Interactions.** If Customer has purchased live outbound Support Services, this Section 2.4 shall apply. For the avoidance of doubt, this Section 2.4 does not apply to automated outbound Support Services, inbound Support Services or self-help. Customer and Blackboard agree that the estimated number of Live Outbound Interactions for each calendar quarter during the Initial Term or any current Renewal Term, as applicable, shall be as set forth in the Order Form. Customer understands and agrees that if the actual number of Live Outbound Interactions in any calendar quarter exceeds the estimated number of Live Outbound Interactions for such quarter as set forth in the Order Form, Blackboard shall be excused from any failure to meet any service levels for such quarter and, if such excess is 15% or more, representatives of Customer and Blackboard will meet to determine whether the estimated number of Live Outbound Interactions for future quarters needs to be upwardly adjusted (and, if so, shall update the Order Form accordingly, including the payment of additional fees). At the beginning of any Renewal Term, Customer and Blackboard shall review the estimated number of Live Outbound Interactions per calendar quarter for the Initial Term or Renewal Term (as applicable) just ended and shall update the Order Form to contain the estimated number of Live Outbound Interactions per calendar quarter for the Renewal Term just beginning.

### 3. RESPONSIBILITIES OF THE PARTIES

#### 3.1 **Blackboard Responsibilities.**

- 3.1.1** **Provision of Service Desk Infrastructure.** Blackboard shall make access to the Service Desk Infrastructure available to Authorized Customer Support Users as outlined in this Schedule. Upon execution of this Schedule, Blackboard shall provide the Authorized Customer Support Users with access to one or more of the Blackboard team members who will be responsible for providing Customer with the Support Services.
- 3.1.2** **Availability and Operational Specifications.** Blackboard shall use commercially reasonable measures to make certain the Service Desk Infrastructure outlined in this Schedule is available and accessible within the parameters set forth in this Schedule during

the Term. From time to time, it may be necessary for Blackboard to perform scheduled maintenance on and/or deliver upgrades to various components of the Service Desk Infrastructure and other technologies used in providing the Support Services during periods of scheduled downtime, as set forth in more detail in the Order Form.

**3.1.3 Implementation.** Blackboard shall provide an Implementation Project Manager, implementation resources, and requisite tools to develop and implement the Customer. Implementation services, development, and associated go live dates are assumed to be standard unless otherwise specified in a custom scope. If, during implementation, it is discovered that client business processes necessitate a custom scope after contract signing, go-live dates could be impacted.

**3.1.4 Account Management.** Blackboard shall provide Customer with an Account Executive and an Operational Account Manager.

**3.1.5 Call Script.** During the implementation phase, Blackboard and Customer shall co-author the call script to be used by Blackboard representatives pursuant to this Schedule.

**3.2 Customer Responsibilities.** Customer's responsibilities are designed to encourage close coordination and collaboration between Blackboard and Customer so that Blackboard can achieve the agreed-upon Service Levels. Customer shall have the following responsibilities in supporting Blackboard's performance of the Support Services:

**3.2.1 Service Desk Infrastructure.** Following the execution of this Schedule, Customer shall provide to Blackboard any information and training required by Blackboard to establish the Service Desk Infrastructure for Authorized Customer Support Users.

**3.2.2 Customer Personnel, Facilities and Resources.** Customer will provide Blackboard with timely access to appropriate Customer personnel and will arrange for Blackboard personnel to have suitable and safe access to Customer's facilities and systems as necessary to perform the Support Services under this Schedule. Customer will also provide suitable office space and associated resources for Blackboard personnel working on-site, if required, including all necessary computing and office support resources, and will undertake any other responsibilities described in this Schedule.

**3.2.3 Cooperation.** Customer shall assign an Executive Sponsor and day-to-day project manager with final sign-off authority, and shall make commercially reasonable efforts to make Customer staff available to work with Blackboard personnel, in each case to answer questions and review and approve process issues, work flow, knowledge base and escalation procedures with respect to the Support Services.

**3.2.4 General Usage Limitations.** Customer shall use best efforts to ensure that only Authorized Customer Support Users are provided access to the Service Desk or Service Desk Infrastructure. Customer agrees that it may not cause or permit any third parties to access the Service Desk or Service Desk Infrastructure.

**3.2.5 Proprietary Materials/Systems.** Customer shall provide Blackboard access to Customer's proprietary systems and any other resources within the control of Customer to the extent required for Blackboard's performance of the Services.

**3.2.6 Documentation/Communication.** Customer shall actively participate in scheduled review/planning meetings and shall facilitate the communication of all processes, documentation or procedures required for Blackboard to meet the agreed-upon Service Levels.

**3.2.7 Training.** Customer personnel shall participate in and, as appropriate, lead training of Blackboard personnel in connection with startup of Blackboard's provision of the Support Services and as necessary on an ongoing basis.

**3.2.8 Authorized End User Information and Consents.** Customer and Blackboard acknowledge that Blackboard will rely on certain information provided by Customer in order for Blackboard to provide the Services under this Schedule. Such information will vary depending on the nature of the Support Services provided by Blackboard and specified in the Order Form. Customer agrees to provide any such information that is reasonably requested by Blackboard from time to time, including (i) a comprehensive list of all current and (to the extent then known) potential Authorized End Users, (ii) the email addresses and/or phone numbers of Authorized End Users, (iii) student demographic information, (iv) headcount data and (v) such other information as is reasonably required for Blackboard to provide the Support Services under this Schedule. If Customer requires Blackboard to contact any Authorized End User or other person on Customer's behalf, Customer represents and warrants that it has obtained any approvals or consents from such Authorized End User or other person that may be required by applicable law, including but not limited to the Telephone Consumer Protection Act (47 U.S.C. § 227), as amended, the Federal Trade Commission Telemarketing Sales Rule, as amended, and any other federal and state "Do Not Call" rules and regulations.

**3.2.9 Approvals and Information.** Customer will respond promptly to any Blackboard request to provide information, approvals, decisions or authorizations that are reasonably necessary for Blackboard to perform the Support Services or to invoice Customer in accordance with this Schedule.

#### **4. CHANGE ORDERS**

**4.1 Changes to Schedule.** Either party may propose changes to the Services under this Schedule. Requests for changes will be submitted to the other party in writing for consideration of feasibility and the likely effect on the fees for the Services. The parties will mutually agree upon any proposed changes, including adjustments to fees, and will document the agreed changes in one or more change orders.

**4.2 Proceeding on Oral Instructions.** Blackboard may proceed with and be compensated for performing changed work for a period of up to thirty (30) calendar days if Blackboard receives an oral instruction to proceed from Customer's Engagement Manager or another authorized representative and Blackboard sends a written confirmation of the oral instruction to Customer.

**4.3 Change Management Processes.** The parties shall participate in monthly change management discussions. Customer shall, to the extent reasonably possible, provide Blackboard with no less than 60 days prior notice of events which Customer anticipates will increase volume of the Support Services provided under this Schedule.

## 5. SERVICE LEVELS

5.1 **Service Levels.** Blackboard will use commercially reasonable efforts to achieve all applicable service levels set forth in the Order Form. (the “**Service Levels**”).

### 5.1.1 **Inbound Support Services. (THIS SECTION IS ONLY APPLICABLE IF CUSTOMER PURCHASES INBOUND SUPPORT SERVICES PURSUANT TO THE ORDER FORM)**

Notwithstanding anything to the contrary in the Agreement, the parties acknowledge and agree that Blackboard’s obligation to meet the Average Speed to Answer Service Level is contingent upon the accuracy of the Estimated Monthly Inbound Interactions and the Average Handle Time set forth on this Order Form and that, notwithstanding anything in any Schedule to the contrary, the Average Speed to Answer Service Level shall not apply for any period (a) if actual Average Handle Time for such period exceeds the estimated Average Handle Time set forth on this Order Form for such period; (b) if actual monthly Inbound Interactions exceed Estimated Monthly Inbound Interactions; or (c) to the extent caused by Customer-owned server/network slowdowns, outages, or similar technical issues within such period that are reasonably documented by Blackboard (other than a Service Outage).

### 5.1.2 **Outbound Support Services. (THIS SECTION IS ONLY APPLICABLE IF CUSTOMER PURCHASES OUTBOUND SUPPORT SERVICES PURSUANT TO THE ORDER FORM)**

The parties further acknowledge and agree that Blackboard’s obligation to meet the Lead Processing Time Service Level is contingent upon the accuracy of the estimated number of Live Outbound Interactions for each calendar month set forth on this Order Form and that, notwithstanding anything in any Schedule to the contrary, the Lead Processing Time Service Level shall not apply for any period (a) if the actual number of Live Outbound Interactions for such period exceeds the estimated number of Live Outbound Interactions set forth on this Order Form for such period; or (b) to the extent caused by Customer-owned server/network slowdowns, outages, or similar technical issues within such period that are reasonably documented by Blackboard (other than a Service Outage).

In addition, Blackboard shall have no liability under this Schedule to the extent any nonconformity with the Service Levels arises, in whole or in part, from any failure by Customer to fulfill its obligations described in this Schedule.

## 5.2 **Scheduled Maintenance.**

Blackboard will be entitled to no more than two (2) scheduled maintenance periods per quarter. Blackboard will provide 24 hours of notice to Customer for scheduled maintenance expected to last under an hour. Blackboard will provide at least one calendar week of notice to Customer for scheduled maintenance expected to continue for between one and four hours. Blackboard will provide Customer at least two calendar weeks of notice to Customer for scheduled maintenance expected to continue for more than 4 hours; any such extended scheduled maintenance must be performed between 10pm and 6am Pacific Time. Blackboard shall use commercially reasonable efforts to schedule maintenance not during periods of peak usage. Scheduled maintenance meeting the requirements of this paragraph shall not be considered for purposes of evaluating whether Blackboard has met the Service Levels for any period. If Blackboard notifies Customer of scheduled maintenance but the Support Service remains accessible by Customer and Customer’s Authorized End Users during such period, the notification will not count against the two (2) scheduled maintenance periods for that quarter.

## 5.3 **Outages.**

In the event a Support Service is inaccessible by Customer or Customer’s Authorized End Users (an “**Outage**”), Customer shall notify Blackboard’s technical contact via email. Blackboard will investigate the Outage and determine if the Outage is a Service Outage. If the Outage qualifies as a Service Outage, Blackboard will confirm the Outage and provide Customer with a time estimate for resolution of the problem, if known at that time. If the Outage does not qualify as a Service Outage, Blackboard will so notify Customer. A “**Service Outage**” is an Outage due to the failure of any element of the Support Services controlled by Blackboard (including unscheduled maintenance on the Support Services or software provided by and hosted by Blackboard).

### 5.3.1 **Root Cause Analysis.**

Following recovery from any Service Outage, Blackboard will upon request provide Customer with a post-incident summary that will include:

- cause of the Service Outage (if determined);
- method used to remedy the cause; and
- measures Blackboard will take to prevent similar Service Outages in the future (if any).

## 6. FEES AND PAYMENT TERMS

6.1 **Fees.** In consideration of the Services provided by Blackboard hereunder, Customer shall pay to Blackboard the fees set forth in the Order Form subject to and in accordance with the terms and conditions of this Section 6. Should Customer terminate a multi-year Schedule in advance of the expiration of the then-current Term for any reason other than Blackboard’s uncured breach of the Agreement, Customer will be required to pay a penalty fee to Blackboard equal to the total discount received by Customer under such Schedule up through the date of termination. Except as otherwise set forth in this Schedule, all fees shall be non-cancelable and non-refundable.

## 6.2 **Payment Terms.**

6.2.1 On an annual basis at the beginning of the Initial Term and any Renewal Term (each as defined below), Blackboard shall invoice Customer for all fees due with respect to the Initial Term or such Renewal Term, as applicable.

6.2.2 The Support Services shall be deemed to be available upon the Effective Date of this Schedule, and Blackboard may invoice Customer for the Support Services, even if Customer does not take advantage of some or all of the benefits of the Support Services due to Customer’s (or its suppliers’) action or inaction.

6.2.3 Except as otherwise required by this Section 6, all amounts payable under this Schedule shall be subject to the applicable provisions of the Master Terms.

6.2.4 If Customer has purchased inbound Support Services, this Section 6.2.4 shall apply.

Customer acknowledges and agrees that if, during any contract year during the Term, the aggregate number of actual Inbound Interactions is greater than the sum of the Estimated Monthly Inbound Interactions as described in the Order Form for the twelve (12) months in such contract year (the “**Excess Inbound Interactions**”), then at the end of the then-current contract year, Blackboard may charge Customer for all such Excess Inbound Interactions at a 20% premium per Excess Inbound Interaction. Unless otherwise agreed between Blackboard and Customer, fees associated with Excess Inbound Interactions shall be paid for net thirty (30) days following receipt of an applicable invoice from Blackboard.

## 7. TERM OF SCHEDULE

7.1 The initial term of this Schedule shall commence as of the Effective Date and shall continue in effect for a period of 12 months (the “**Initial Term**”) and together with any Renewal Term(s), the “**Term**”), unless earlier terminated. Thereafter, this Schedule shall renew automatically for successive one (1)-year periods (each, a “**Renewal Term**”), unless either Party provides notice of its desire not to renew more than sixty (60) days prior to the end of the Initial Term or then-current Renewal Term, as applicable. In such case, Customer shall pay any outstanding fees pursuant to Section 6.